

**Draft Environmental Assessment
Fairweather Fishing Access Site Wildlife Enhancement
Crop-Share Agreement for Years 2020 - 2029**

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MONTANA FISH, WILDLIFE & PARKS

**Draft Environmental Assessment
MEPA, NEPA, MCA 23-1-110 CHECKLIST**

PART I. PROPOSED ACTION DESCRIPTION

Proposed state action

Montana Fish, Wildlife and Parks (MFWP) proposes to renew an existing wildlife agricultural lease at Fairweather Fishing Access Site for 10 years.

Agency authority for the proposed action

The Department of Fish, Wildlife and Parks is the owner of the 719-acre Fairweather Fishing Access Site (FAS) which was acquired under MFWP's authority to acquire property for fish, wildlife and recreation pursuant to 87-1-209, Montana Code Annotated. The Department further has the authority "to enter into leases of land under its control in exchange for services to be provided by the lessee on the leased land" pursuant to 87-1-209 (7), MCA. Under FWP's Land Lease-Out Policy, the Department Director is the appropriate level of authority to provide approval for this lease-out renewal because the value of the lease-out is less than \$5,000 (see Appendix C).

Anticipated schedule

This draft EA will be released for public comment (February 20, 2019) with a 30-day comment period. Thereafter, the MFWP Region 3 Supervisor will consider public comment and issue a decision notice. If decided in favor of renewal, the lease renewal would be anticipated in May 2019. The new lease would extend from January 2020 through December 2029.

Location affected by proposed action

Gallatin County, Sections 1 and 12, Township 3 North, Range 2 East. This fishing access site is approximately 15 miles north of the town of Three Forks along the Missouri River.

Project size

The entire FAS represents 719 acres. There are currently 133 acres of non-irrigated cropland in production. Missouri River migration toward the cropland has resulted in erosion and decreased acres in the lease. This future lease would include approximately 128 acres of non-irrigated cropland but acknowledges this amount may be reduced in the future depending on Missouri River dynamics.

Permits, funding, and overlapping jurisdiction

There are no permits required and no overlapping agencies or jurisdictional responsibilities. The value of the agricultural lease to MFWP is \$2,882.88 (see Appendix C for calculation).

Narrative summary of the proposed action

The proposed action is to continue a 70%/30% crop share arrangement whereby the lessee is authorized to plant crops (wheat and barley) on the FAS and retain 70% of the production leaving 30% unharvested for the benefit of wildlife food and cover. The benefits and purpose of this crop share arrangement are especially for pheasant habitat, but other wildlife benefit as well. The increased pheasant population that is supported by this agricultural production directly contributes to hunter opportunity and hunter success in game bird hunting on the Fairweather FAS.

The proposed action acknowledges that the lessee will use farming practices involving rotation of crops and allows leeway as to the percentage of winter wheat, spring wheat, and barley that will be planted each year. Fields planted to winter wheat may look bare that winter, but when harvested the next summer, will provide leave grain for pheasants the next winter. The 30% unharvested crop will remain along the outside edges of planted fields. In this way, the grain (food source) will be adjacent to the native shrubs and grasses (shelter) along the field edges, dispersing the food source throughout the FAS rather than concentrating it. The lessee is responsible for weed control on farmed acres.

The entire FAS represents 719 acres. Since 2000, a crop-share agricultural lease arrangement has existed on 133 acres. However, following the severe 2010-2011 winter, the Missouri River channel migrated to the east resulting streambank erosion and flooding on portions of one of the fields. The proposed action would include surrendering approximately 5 acres from the agricultural lease. Under the proposed action, 128 acres of cropland would be included in the 2020-2029 lease (Appendix A, Figure 2) acknowledging that future reduction in leased cropland is possible depending on Missouri River dynamics. Fairweather FAS is bordered to the east by an active railway. Montana Rail Link may be performing future rail bed access improvements, which may influence access roads to the farm fields.

Alternatives

Alternative A: No Action

Without action, the lease expires and MFWP would lose the agricultural plots that provide food and shelter for pheasants and other wildlife. Discontinuation of farming could lead to spread of noxious weeds in these previously farmed areas as MFWP does not have the staff resources to undertake or manage farming activity on this property. Rehabilitation of the disturbed ground would be a significant expense to MFWP.

Alternative B: Proposed Action, Agricultural Lease Renewal

MFWP would renew a 10-year agricultural lease on the Fairweather FAS under the crop-share arrangement allowing agricultural planting and crop-share harvesting for the benefit of pheasants and other wildlife, and for the benefit of hunting opportunity. The proposed action occurs on 128 acres of already-existing agricultural ground but acknowledges that future reduction in leased cropland is possible depending on Missouri River dynamics (Appendix A, Figure 2).

PART II. ENVIRONMENTAL REVIEW CHECKLIST

Physical Environment

A) Land Resources

Will the proposed action result in:

- a) Soil instability or changes in geologic substructure?
- b) Disruption, displacement, erosion, compaction, moisture loss, or over-covering of soil, which would reduce productivity or fertility?
- c) Destruction, covering, or modification of any unique geologic or physical features?
- d) Changes in siltation, deposition or erosion patterns that may modify the channel of a river or stream or the bed or shore of a lake?
- e) Exposure of people or property to earthquakes, landslides, ground failure, or another natural hazard?

The proposed action continues the last 20 years of an agricultural arrangement and proposes no new changes to the land resources. The surrendering of the 5-acre portion from agriculture is in response to the natural movement of the Missouri River channel, and would protect from resultant changes in siltation, deposition, or erosion.

B) Air

Will the proposed action result in:

- a) Emission of air pollutants or deterioration of ambient air quality?
- b) Creation of objectionable odors?
- c) Alteration of air movement, moisture, or temperature patterns or any change in climate, either locally or regionally?
- d) Adverse effects on vegetation, including crops, due to increased emissions of pollutants?
- e) For P-R/D-J projects, will the project result in any discharge, which will conflict with federal or state air quality regulations

The proposed action would not create any changes in air quality at the FAS. Any dust generated from crop management activities would be short in duration and limited to the plot area.

C) Water

Will the proposed action result in:

- a) Discharge into surface water or any alteration of surface water quality including but not limited to temperature, dissolved oxygen or turbidity?
- b) Changes in drainage patterns or the rate and amount of surface runoff?
- c) Alteration of the course or magnitude of floodwater or other flows?
- d) Changes in the amount of surface water in any water body or creation of a new water body?
- e) Exposure of people or property to water related hazards such as flooding?
- f) Changes in the quality of groundwater?
- g) Changes in the quantity of groundwater?
- h) Increase in risk of contamination of surface or groundwater?
- i) Effects on any existing water right or reservation?
- j) Effects on other water users as a result of any alteration in surface or groundwater quality?
- k) Effects on other users as a result of any alteration in surface or groundwater quantity?
- l) For P-R/D-J, will the project affect a designated floodplain?

- m) For P-R/D-J, will the project result in any discharge that will affect federal or state water quality regulations?

Missouri River migration toward the agricultural cropland has resulted in erosion of cropland and decreased acres in the lease. It is neither economically feasible nor ecologically desirable to interrupt this channel migration and future reduction in leased cropland is possible depending on Missouri River dynamics.

D) Vegetation

Will the proposed action result in:

- a) Changes in the diversity, productivity, or abundance of plant species (including trees, shrubs, grass, crops, and aquatic plants)?
- b) Alteration of a plant community?
- c) Adverse effects on any unique, rare, threatened, or endangered species?
- d) Reduction in acreage or productivity of any agricultural land?
- e) Establishment or spread of noxious weeds?
- f) For P-R/D-J, will the project affect wetlands, or prime and unique farmland?

Continuation of this lease represents no new changes or alterations to native plant communities. MFWP and the agricultural lessee would work to continue to control noxious weeds. The 5-acre reduction in the dry crop land does not represent a significant loss in productivity as the area has been flooded by river channel movement.

E) Fish and Wildlife

Will the proposed action result in:

- a) Deterioration of critical fish or wildlife habitat?
- b) Changes in the diversity or abundance of game animals or bird species?
- c) Changes in the diversity or abundance of nongame species?
- d) Introduction of new species into an area?
- e) Creation of a barrier to the migration or movement of animals?
- f) Adverse effects on any unique, rare, threatened, or endangered species?
- g) Increase in conditions that stress wildlife populations or limit abundance (including harassment, legal or illegal harvest or other human activity)?
- h) For P-R/D-J, will the project be performed in any area in which T&E species are present, and will the project affect any T&E species or their habitat?
- i) For P-R/D-J, will the project introduce or export any species not presently or historically occurring in the receiving location?
- j) As per MCA 87-1-241 address a) the wildlife populations and use currently associated with the property, and b) the potential value of the land for protection, preservation, and propagation

Pheasants in the area may be limited by presence of winter food sources. The proposed action provides an important winter food source to pheasants that is expected to improve their overwinter survival. The proposed action is expected to increase the number of pheasants that use the area, and potentially benefit other species, such as turkeys, white-tailed deer, and mourning doves.

Human Environment

A) Noise/Electrical Effects

Will the proposed action result in:

- a) Increases in existing noise levels?
- b) Exposure of people to serve or nuisance noise levels?
- c) Creation of electrostatic or electromagnetic effects that could be detrimental to human health or property?
- d) Interference with radio or television reception and operation?

The proposed action would not increase noise from what is already present. Noise would consist of periodic operation of farm machinery, generally during daylight hours. Noise levels would be less under the no-action alternative.

B) Land Use

Will the proposed action result in:

- a) Alteration of or interference with the productivity or profitability of the existing land use of an area?
- b) Conflict with a designated natural area or area of unusual scientific or educational importance?
- c) Conflict with any existing land use whose presence would constrain or potentially prohibit the proposed action?
- d) Adverse effects on or relocation of residences?
- e) Impacts on adjacent private lands (MCA 87-1-241 item d)?

The proposed action would continue the agricultural use of this portion of the FAS and would not conflict with other uses of the FAS (i.e., fishing, hunting, wildlife-watching, boating, and camping). The proposed action would be anticipated to increase hunting and wildlife-watching opportunities over the no-action alternative.

C) Risk/Health Hazards

Will the proposed action result in:

- a) Risk of an explosion or release of hazardous substances (including, but not limited to oil, pesticides, chemicals, or radiation) in the event of an accident or other forms of disruption?
- b) Affect an existing emergency response or emergency evacuation plan, or create a need for a new plan?
- c) Creation of any human health hazard or potential hazard?
- d) For P-R/D-J, will any chemical toxicants be used?

Under the proposed action, herbicides and pesticides may be used to maintain the farm fields and would comply with all provisions of Federal and State laws regulating such substances. Under the no-action alternative, herbicide application may be increased to manage weed invasion that would likely occur if the farm fields were abandoned.

D) Community Impact

Will the proposed action result in:

- a) Alteration of the location, distribution, density, or growth rate of the human population of an area?
- b) Alteration of the social structure of a community?
- c) Alteration of the level or distribution of employment or community or personal income?
- d) Changes in industrial or commercial activity?
- e) Increased traffic hazards or effects on existing transportation facilities or patterns of movement of people and goods?

A continuation of an existing agreement, selection of the proposed action is not anticipated to change existing community conditions. The proposed action continues a crop-share arrangement through an individual lessee. If the no-action alternative were selected, the lessee's personal income would be negatively affected.

E) Public Service/Taxes/Utilities

Will the proposed action result in:

- a) An effect upon or result in a need for new or altered governmental services in any of the following areas: fire or police protection, schools, parks/recreational facilities, roads or other public maintenance, water supply, sewer or septic systems, solid waste disposal, health, or other governmental services (MCA 87-1-241 item e)?
- b) An effect upon the local or state tax base and revenues (MCA 87-1-241 item e)?
- c) A need for new facilities or substantial alterations of any of the following utilities: electric power, natural gas, other fuel supply or distribution systems, or communications?
- d) Increased use of any energy source?
- e) Define projected revenue sources
- f) Define projected maintenance costs

The proposed action would result in no changes to current condition for public service, taxes, or utilities.

F) Aesthetics/Recreation

Will the proposed action result in:

- a) Alteration of any scenic vista or creation of an aesthetically offensive site or effect that is open to public view?
- b) Alteration of the aesthetic character of a community or neighborhood?
- c) Alteration of the quality or quantity of recreational/tourism opportunities and settings? (Attach Tourism Report.)
- d) For P-R/D-J, will any designated or proposed wild or scenic rivers, trails or wilderness areas be impacted?

The location has been used for the cultivation of crops for twenty years. The proposed action, continuing the agricultural lease, would not alter any new areas within the FAS and not interfere with existing recreation activities at the FAS. The proposed action may increase, or at least sustain, hunting opportunity at the FAS.

G) Cultural/Historical Resources

Will the proposed action result in:

- a) Destruction or alteration of any site, structure or object of prehistoric historic, or paleontological importance?
- b) Physical change that would affect unique cultural values?
- c) Effects on existing religious or sacred uses of a site or area?
- d) For P-R/D-J, will the project affect historic or cultural resources? Attach SHPO letter of clearance.

A State Historic Preservation Office file search request was requested when this project began in 2000. Results of that search found there are no known cultural or historic sites within Fairweather Fishing Access Site.

Significance Criteria

Will the proposed action, considered as a whole:

- a) Have impacts that are individually limited, but cumulatively considerable? (A project or program may result in impacts on two or more separate resources that create a significant effect when considered together or in total).
- b) Involve potential risks or adverse effects, which are uncertain but extremely hazardous if they were to occur?
- c) Potentially conflict with the substantive requirements of any local, state, or federal law, regulation, standard or formal plan?
- d) Establish a precedent or likelihood that future actions with significant environmental impacts will be proposed?
- e) Generate substantial debate or controversy about the nature of the impacts that would be created?
- f) For P-R/D-J, is the project expected to have organized opposition or generate substantial public controversy?

Farming comes with inherent operational risks. The proposed farming activities on Fairweather FAS would be small in scope, and so farm equipment would be present only during small time windows during the year. Although unlikely, there is a possibility of a pesticide or herbicide spill, but the lease stipulates that all such chemicals comply with Federal and State regulations. Crop-share agreements are common across MFWP lands, so this action would not be setting any unusual precedent. MFWP does not anticipate debate or controversy, as this agreement has been the status quo since 2000.

PART III. NARRATIVE EVALUATION AND COMMENT

The action proposed by this environmental assessment is the renewal of a successful agricultural lease that has covered 133 acres of the 719-acre Fairweather Fishing Access Site and is proposed to cover 128 acres. This lease, first entered into between FWP and the neighboring landowner in 2000, has improved upland game bird habitat, increased recreational hunting opportunity, and supported a neighboring agricultural operator. FWP has not determined any adverse impacts from the lease arrangement during the last 20 years and proposes to continue it for another 10 years.

PART IV. PUBLIC PARTICIPATION

Level of Public Involvement

The public will be notified in the following manners to comment on this current EA, the proposed action and alternatives:

- Public notices in the Bozeman Chronicle and the Helena Independent Record.
- Public notice on the Fish, Wildlife & Parks web page: <http://fwp.mt.gov>.
- Copies of this environmental assessment will be distributed to interested parties to ensure their knowledge of the proposed project, including to an e-mail list of >150 persons maintained by the area wildlife biologist.

This level of public notice and participation is appropriate for a project of this limited scope.

Duration of Comment Period

The public comment period will extend for (30) thirty days following the publication of the legal notice in area newspapers. Written comments will be accepted until 5:00 p.m., March 22, 2019 and can be mailed to the address below (Part V, 2)

PART V. EA PREPARATION

Based on the significance criteria evaluated in this EA, an EIS is not required. The proposed action continues an arrangement that has proven to be beneficial for wildlife habitat, sportsmen, and agriculture for the past 20 years.

Person responsible for preparing the EA:

Julie A. Cunningham
Bozeman Area Biologist
1400 S. 19th Avenue
Bozeman, MT 59718
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juliecunningham@mt.gov

List of agencies consulted during preparation of the EA

Montana Fish, Wildlife & Parks
Fisheries Division
Wildlife Division
Habitat Bureau

Appendix A. Fairweather Fishing Access Site Maps

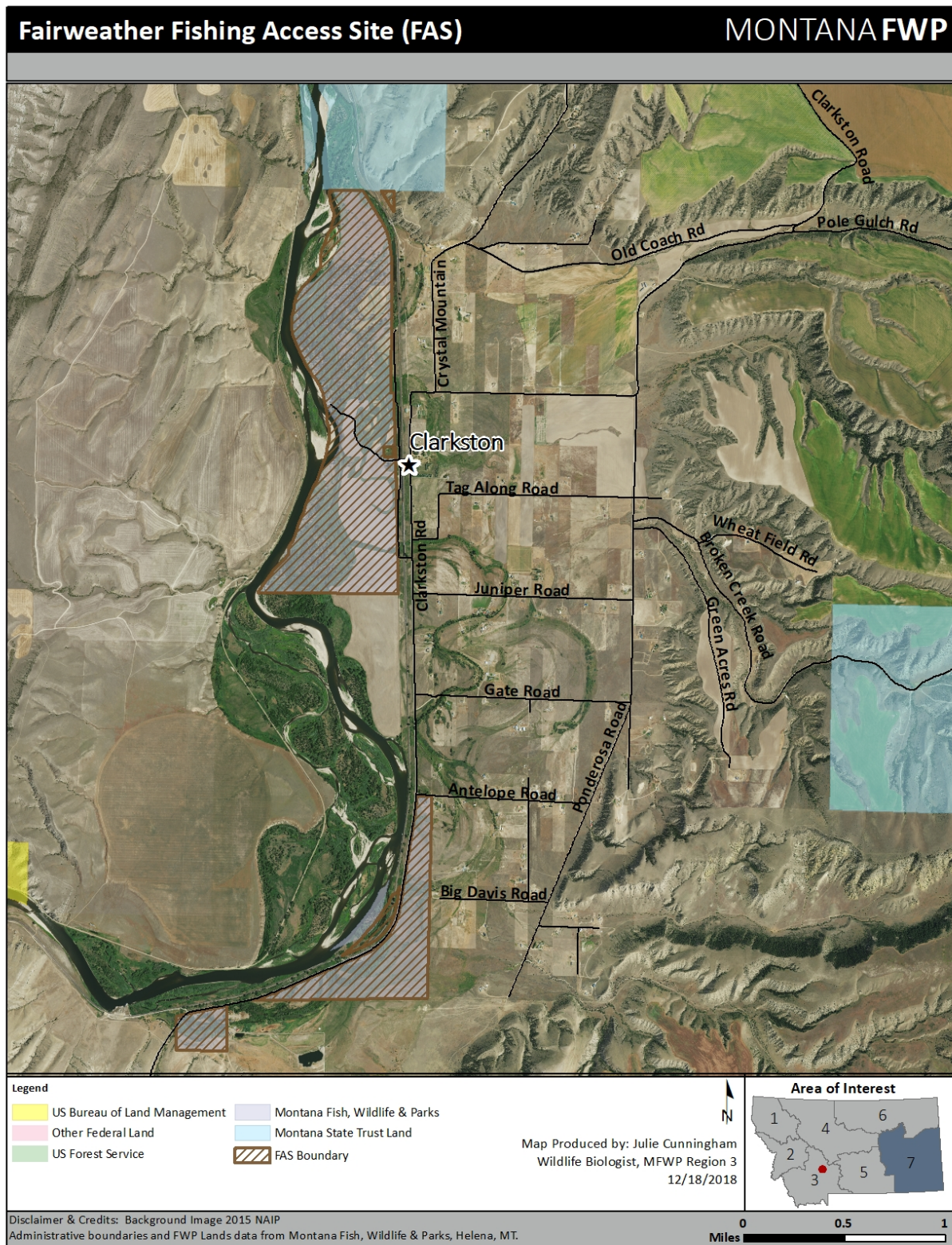


Figure 1: General area map for Fairweather Fishing Access Site, Clarkston MT.

Fairweather Fishing Access Site (FAS)

MONTANA FWP

Areas currently in crop share agreement



Figure 2: Close-up of the portion of Fairweather FAS where the crop-share agreement is proposed to continue. The red hashed polygon shows the approximately 4.5-acre portion which may be surrendered due to river movement and flooding. Areas where non-irrigated farming has occurred, and are proposed to continue, are in brown inside the purple polygon denoting the FAS boundary.

Appendix B. Fairweather lease agreement
Designated Area: Fairweather Fishing Access Site
Agricultural Lease No. _____



**Montana Fish,
Wildlife & Parks**

THIS LEASE entered into this _____ day of _____, 2019, between the Montana Department of Fish, Wildlife and Parks, an agency of the State of Montana, whose main address is P.O. Box 200701, 1420 East 6th Avenue, Helena, Montana 59620-0701, hereafter referred to as the "Department" and Terry and Michael Wubben, whose address is _____, hereafter referred to as the "Lessee".

STATEMENT OF BENEFIT TO VEGETATION & WILDLIFE: Enhance pheasant habitat on the Fairweather Fishing Access Site by establishing food plots adjacent to dense nesting cover and winter cover

The Department is the owner of or has under its control, certain real property located in Gallatin County, more particularly described in "Appendix A" attached hereto & incorporated herein.

The Department, in consideration of the payment of rentals specified in this lease and the mutual agreements contained in this lease, leases the property described above to the Lessee named above for agricultural purposes as herein established for the period beginning January 1, 2020, and ending December, 2029.

The Lessee, in consideration of the lease of the property described above and mutual agreements contained in this lease, hereby agrees to pay the rentals specified in this lease.

The parties to this lease mutually agree to the following terms and conditions:

1. USE OF PREMISES. The agricultural uses allowed under this lease are more specifically described in Appendix "C" attached.
2. RENTAL. The rental is \$ n/a each year.
_____ Payment is to be in cash.
X Payment is to be in services to be rendered in the manner agreed upon and more fully set out in Paragraph 14.

ALL RENTALS, WHETHER CASH OR SERVICES, ARE DUE BY October 1 EACH YEAR FOR AGRICULTURAL USE CONDUCTED DURING THAT CALENDAR YEAR. FAILURE TO PAY THE AGREED UPON RENTAL OR TO PROVIDE THE SERVICES SET OUT IN PARAGRAPH 14 BY November 1 AUTOMATICALLY TERMINATES THIS LEASE. A NOTICE OF RENTAL DUE WILL BE SENT TO LESSEE AT THE ABOVE ADDRESS ONLY, UNLESS A CHANGE OF ADDRESS HAS BEEN PROVIDED IN WRITING TO THE DEPARTMENT'S LIAISON AS IDENTIFIED IN THIS LEASE.

The Department shall have a lien upon all improvements, whether movable or not, all crops growing and livestock grazed upon the land for any rentals due the Department.

3. RENTAL ADJUSTMENTS. The Department reserves the right to determine the types and amounts of agricultural production of the leased lands annually or from time to time as the Department in its discretion shall determine necessary and to increase or decrease such production. If the Department determines that the production of the leased lands should be increased or decreased, the Lessee agrees to pay an increased or decreased rental based upon the Department's determination.

4. LESSEE AGREES TO:
- a. Use the lands in a manner consistent with good, usual, reasonable and accepted farming practices, which will not cause streambank damage or other soil erosion, according to the usual and customary course of good farming practices.
 - b. Use the premises agricultural purposes only. Any other use of the premises by Lessee without prior written approval of the Department shall subject this lease to immediate cancellation.
 - c. Provide the Department with a written report on or before November 1 of each calendar year indicating the types of seed and processes used and yield or production rates for that year.
 - d. Take all reasonable precautions to prevent fires and take such actions as are within the means of the Lessee to suppress fires.
 - e. Use the land in such a manner as to control growth and spread of noxious weeds and to promote conservation of the leased lands.
 - f. Not commit waste or damage to leased lands or allow any to be done.
 - g. Comply with all applicable laws, rules and regulations in effect at the date of this lease, or which may, from time to time, be adopted.
 - h. Indemnify and hold harmless the Department, its officers, agents and employees against any claim of damage to person or property arising out of use of the leased lands, except for any such damage caused by the negligence or willful misconduct of the Department, its officers, agents or employees.
 - i. Immediately, upon termination or expiration of the term of this lease, peaceably surrender and deliver up the leased lands to the Department.
 - j. Not use the leased lands or this lease agreement as collateral for credit financing, or in any way, which would encumber the title to the property herein described. Failure to comply with this provision shall automatically terminate this lease and in no way shall it be construed as to cause the Department any financial obligation or responsibly.
 - k. Not disturb or remove any archaeological, historical, or other cultural features or any improvements, which may currently exist, or may be found to exist, on the premises.
5. PUBLIC ACCESS. All lands leased in this agreement shall remain open to the public for hunting, fishing and other recreational activities, subject to applicable Federal and State laws and regulations.
6. HERBICIDES AND PESTICIDES. Lessee agrees that any use of herbicides or pesticides on the leased lands will be in compliance with all provisions of Federal and State laws regulating such substances. Any application of such substances must be approved in advance, by the Department's liaison as identified in this lease. Aerial spraying will not be allowed unless written permission has been obtained in advance by the Department's liaison.
7. IMPROVEMENTS. No improvements may be placed upon the premises without prior written approval of the Department.
8. TERMINATION. The Department reserves the power and authority, at its discretion, to terminate this lease prior to expiration upon 10 days written notice for violation for any of the terms of this lease by Lessee. The Department also reserves the power to cancel this lease for fraud or misrepresentations, or for concealment of facts relating to its issue, which if known would have prevented its issue in the form or to the party issued; for using the land for other purposes than those specifically authorized by the lease, for any unlawful or other misuse of the lands, and for any other cause which in the judgment of the Department makes the cancellation of the lease necessary in order to do justice to all parties concerned, and to protect the interest of the Department. Notice of termination shall be deemed given upon deposit in the United States mails, addressed to the Lessee at the address shown above, unless a change of address has been provided in writing to the Department's liaison. The Lessee shall, upon termination of this lease, promptly and peaceably surrender possession and occupancy of the leased lands, leaving them in as good a condition as existed at the beginning of the term of this lease. Upon such termination, all rights of the Lessee in and to the leased lands shall cease and the Lessee shall not be entitled to any refunds of rentals paid. Termination of the lease does not terminate the Lessee's liability for any accrued rents.

9. SUBLEASING AND ASSIGNMENT. Lessee shall not sublease or assign all or any part of the leased lands or assign this lease in whole or in part to any other person or entity. Such a sublease or assignment automatically terminates this lease.

10. MODIFICATIONS. This document constitutes the sole and entire agreement between the parties. No statements, promises or inducements made by either party which are not contained in this agreement are valid or binding unless evidenced in writing and signed by both parties; except that the provisions of Paragraph 3 may be implemented by written notice from the Department.

11. SUCCESSORS IN INTEREST. All terms, conditions and provisions of this lease shall be binding upon, inure to the benefit of, and be enforceable by and upon the successors in interest of the Department and the Lessee.

12. VENUES AND APPLICABLE LAW. Venue for any court action arising under this lease shall be in the First Judicial District in and for the County of Lewis and Clark, Montana and this lease shall be interpreted according to the laws of the State of Montana.

13. DEPARTMENT LIAISON. The Department designates Julie Cunningham, R3 Wildlife Biologist, Bozeman, as liaison under this lease. Lessee will make all official contacts with the Department through the liaison.

14. SPECIAL CONDITIONS:

Payment consists of Lessee's compliance with a 30/70% sharecrop arrangement, under which 30% of the crop must be left in the field unharvested on behalf of the Department for wildlife food and cover, and 70% of the crop may be harvested by the Lessee. This lease covers the approximately 128 acres of existing agricultural crop land that comprises a portion of MFWP land on the east side of the Missouri River between the river and the railroad tracks in Sections 1 and 12, Township 3 North, Range 2 East. The lease is limited to the cropped acreage that exists at the beginning of the term of this lease and does not allow any additional land to be farmed or plowed on MFWP property without express written permission from MFWP.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE ON The DAY AND YEAR FIRST ABOVE WRITTEN.

Montana Fish, Wildlife & Parks

Lessee

Department Attorney
(As needed)

(GRAZLS Revised 2/2006)

BE SURE TO INCLUDE APPENDIX "A" (LEGAL DESCRIPTION OF LAND ACTUALLY LEASED-OUT)

Appendix C. Calculation of the value of FWP share left standing for wildlife

CALCULATION OF VALUE OF MFWP SHARE LEFT STANDING FOR WILDLIFE ON THE FAIRWEATHER FISHING ACCESS SITE LEASE

The acreage to be farmed is approximately 128 acres (reduced from 133 acres 2000-2019 due to channel migration of the Missouri River). The MFWP share is based on 30 percent of the crop on the 128 acres, and thus equals the equivalent of receiving the full crop for 38.4 acres.

Annual crop yield on the 500A soil type (which encompasses the fields in cultivation at Fairweather) is estimated at 30 to 35 bushels/acre (barley) This estimate is likely a little high due to the poor soils on this site (personal communication, Gordy Hill, NRCS, Bozeman, June 2000). For the calculations below, the mid-range of 32.5 bushels/acre will be used.

The current 2018 Crop Year Loan Rate for barley in Gallatin County is \$1.97/bushel and is \$2.64/bushel for wheat. Crops planted average ½ barley and ½ wheat but may vary from year to year. The average of \$1.97/bushel (barley) and \$2.64/bushel (wheat) is \$2.31.

Calculation of value 'paid' for the crop lease:

$$38.4 \text{ acres} \times 32.5 \text{ bushels/acre} \times \$2.31/\text{bushel} = \$2,882.88$$

The FWP Land Lease-Out Policy requires Fish and Wildlife Commission approval "for leases exceeding an annual payment of \$5,000 or more". This agricultural crop-share lease of the Fairweather FAS is below that level, so approval of this lease-out is appropriately at the level of MFWP Director.